

01-03-2003



1-3-03

To the Honorable Commissioner of Patents

102327199

original documents or copy thereof.

1. Name of conveying party(ies):
MAXXIM MEDICAL, INC.
MAXXIM MEDICAL GROUP, INC.

2. Name and address of receiving party(ies)

Name: JPMORGAN CHASE BANK, AS
ADMINISTRATIVE AGENT
Internal Address: P.O. BOX 2258

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

LIEN PERFECTION UNIT

3. Nature of conveyance:

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Street Address:

City: HOUSTON State: TX Zip: 77252

Execution Date: DECEMBER 30, 2002

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

SEE SCHEDULE 1 ATTACHED HERETO.

B. Patent No.(s)

SEE SCHEDULE 1 ATTACHED HERETO.

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: JACKIE LEE

Internal Address: ACCESS INFORMATION SERVICES, INC.

Street Address: 1773 WESTERN AVENUE

City: ALBANY State: NY Zip: 12203

6. Total number of applications and patents involved: 16

7. Total fee (37 CFR 3.41).....\$ 800.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

JACKIE LEE

Name of Person Signing

Jackie Lee
Signature

JANUARY 2, 2003

Date

Total number of pages including cover sheet, attachments, and documents: 16

01/06/2003 6TOM11 00000023 6016570

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

01 FC:8021
02 FC:8023

800.00 OP
120.00 OP

PATENT
REEL: 13323 FRAME: 0963

Schedule 1: Patents and Patent Applications**a. U.S. Patents**

Patent Title	Application/ Registration No.	Application/ Registration Date	Expiration Date	Owner of Record
Powder free medical glove	6,016,570	1/25/00	5/11/18	Maxxim Delaware
Medical procedure kit	6,012,586	1/11/00	11/24/17	Maxxim Delaware
Vial adaptor for a liquid delivery device	5,776,147	6/16/98	6/16/15	Maxxim Delaware
Apparatus for the generation of gas pressure for controlled fluid	5,700,245	12/23/97	7/13/15	Maxxim Delaware
Method for generating gas to deliver liquid from a container	5,588,556	12/31/96	12/31/13	Maxxim Delaware
Apparatus and methods for multiple fluid infusion	5,578,005	11/26/96	11/26/13	Maxxim Delaware
Liquid delivery device	5,571,261	11/05/96	11/5/13	Maxxim Delaware
Liquid delivery device	5,558,255	9/24/96	9/24/13	Maxxim Delaware
Liquid delivery device	5,553,741	9/10/96	9/10/13	Maxxim Delaware
Infusion pump	D 361,379	8/15/95	8/15/09	Maxxim Delaware
Surgical drape and method of making surgical drape	5,454,381	10/3/95	1/21/14	Boundary Healthcare Products
Liquid delivery device	5,398,851	3/21/95	8/6/13	Maxxim Delaware
Gas delivery apparatus for infusion	5,398,850	3/21/95	8/6/13	Maxxim Delaware
Liquid delivery device having a vial attachment or adapter incorporated therein	5,397,303	3/14/95	8/6/13	Maxxim Delaware
Surgical drape and method of making	5,341,821	8/30/94	12/30/11	Boundary Healthcare Products

surgical drape				
Combined glove and form	D 310,133	8/28/90	8/28/04	Maxxim Medical
Handle Design For A Medical Manifold	60/255,009			Maxxim Delaware
Method For Cold Forming Tip Of Medical Guidewire	60/251,489			Maxxim Delaware
Medical Guidewire and Method for Making	60/324,234			Maxxim Delaware
Valve Assembly For Medical Manifold	10/020,000			Maxxim Delaware

PATENT SECURITY AGREEMENT

WHEREAS, Holdings, the Borrower and each subsidiary of the Borrower party hereto (each, a "Lien Grantor") owns, or in the case of licenses is a party to, the Patent Collateral (as defined below):

WHEREAS, MAXXIM MEDICAL, INC. ("Holdings"), MAXXIM MEDICAL GROUP, INC. (the "Borrower"), the Lenders party thereto (the "Lenders"), JPMORGAN CHASE BANK (formerly known as The Chase Manhattan Bank) ("JPMCB"), as Administrative Agent, Collateral Agent and Issuing Bank, BANKERS TRUST COMPANY, as Co-Syndication Agent, MERRILL LYNCH CAPITAL CORPORATION, as Co-Syndication Agent and CANADIAN IMPERIAL BANK OF COMMERCE, as Co-Documentation Agent and CREDIT SUISSE FIRST BOSTON, as Co-Documentation Agent are parties to the Waiver and Amendment No. 3 dated as of December 31, 2002 to the Credit Agreement dated as of November 12, 1999 (as heretofore amended, the "Credit Agreement");

WHEREAS, the Borrower, Holdings, each subsidiary of the Borrower listed on Schedule I thereto and JPMCB, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "Grantee") are party to AMENDMENT NO. 1 to the Security Agreement dated as of November 12, 1999 (as amended, the "Security Agreement");

WHEREAS, the Borrower, Holdings, each subsidiary of the Borrower listed on Schedule I thereto and JPMCB, as Collateral Agent are parties to AMENDMENT NO. 1 to the Pledge Agreement dated as of November 12, 1999 (as amended, the "Pledge Agreement"); and

WHEREAS, pursuant to (i) the Security Agreement, (ii) the Pledge Agreement and (iii) certain other Security Documents (including this Patent Security Agreement), each Lien Grantor has secured certain of its obligations (the "Secured Obligations") by granting to the Grantee for the benefit of the Secured Parties a continuing security interest in personal property of the Lien Grantor, including all right, title and interest of the Lien Grantor in, to and under the Patent Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Lien Grantor grants to the Grantee, to secure its Secured Obligations, a continuing security interest in all of the Lien Grantor's right, title and interest in, to and under the following (all of the

(NY) 04675/186/AMEND02/patencag1.pd

following items or types of property being herein collectively referred to as the "Patent Collateral"), whether now owned or existing or hereafter acquired or arising:

(i) each Patent (as defined in the Security Agreement) owned by the Lien Grantor, including, without limitation, each Patent referred to in Schedule I hereto;

(ii) each Patent License (as defined in the Security Agreement) to which the Lien Grantor is a party, including, without limitation, each Patent License identified in Schedule I hereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Lien Grantor against third parties for past, present or future infringement of any Patent owned by the Lien Grantor (including, without limitation, any Patent identified in Schedule I hereto) and all rights and benefits of the Lien Grantor under any Patent License (including, without limitation, any Patent License identified in Schedule I hereto).

Each Lien Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Lien Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Patent Collateral any and all appropriate action which the Lien Grantor might take with respect to the Patent Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Patent Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Security Agreement or the Credit Agreement, each Lien Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Patent Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by each Lien Grantor to the Grantee pursuant to the Security Agreement. Each Lien Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, each Lien Grantor has caused this Patent
Security Agreement to be duly executed by its officer thereunto duly authorized as
of the 30th day of December, 2002.

MAXXIM MEDICAL GROUP, INC.,
a Delaware Corporation

By: *Armin J. Chuij*
Name:
Title:

(NY) 04675/1.86/AMEND02/patent.sgr.wpd

MAXXIM MEDICAL, INC.,
a Delaware Corporation

By: Ann J. O'Leary
Name:
Title:

(NY) 04675/186/AMEND02/patent-481.wpd

MAXXIM MEDICAL, INC.,
a Texas Corporation

By: Dennis J. Collier
Name:
Title:

(NY) 04675/186/AMEND02/patent.apt.wpd

Acknowledged:

JPMORGAN CHASE BANK,
as Administrative Agent

By: *Susan E. Alkins*
Name: Susan E. Alkins
Title: Managing Director

STATE OF ILLINOIS

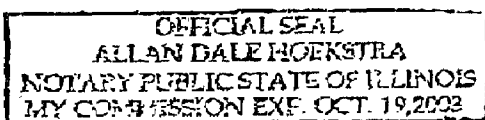
COUNTY OF DUPAGE

) ss.:
)

I, ALLAN DALE HOEKSTRA, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that DENNIS COCHILL, VICE PRESIDENT of MAXXIM MEDICAL GROUP, INC., a Delaware Corporation (the "Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such VICE PRESIDENT, appeared before me this day in person and acknowledged that (s)he signed, executed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 30 day of December, 2002.

[Seal]



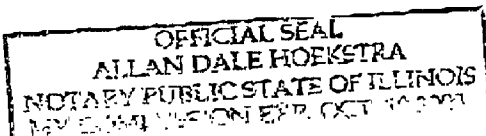
Allan Dale Hoekstra
Signature of notary public
My Commission expires 10/19/2003

STATE OF ILLINOIS)
) ss.:
COUNTY OF DUPAGE)

I, ALLAN DALE HOEKSTRA, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that DENNIS COCHILL, VICE PRESIDENT of MAXXIM MEDICAL, INC., a Delaware Corporation (the "Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such VICE PRESIDENT, appeared before me this day in person and acknowledged that (s)he signed, executed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 30 day of December, 2002.

[Seal]





Signature of notary public

My Commission expires 10/19/2003

STATE OF ILLINOIS)

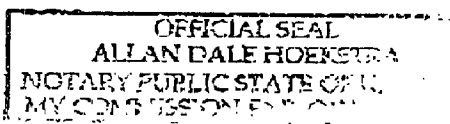
COUNTY OF DELAWARE)

ss.:

I, ALLAN DALE HOEKSTRA, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that DENNIS COCHILL VICE PRESIDENT of MAXXIM MEDICAL, INC., a Texas Corporation (the "Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such VICE PRESIDENT, appeared before me this day in person and acknowledged that (s)he signed, executed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 30 day of December, 2002.

[Seal]



Allan Dale Hoekstra

Signature of notary public

My Commission expires 10/19/2003

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Medical Guidewire and Method for Making	60/324,234			Maxxim Delaware
Valve Assembly For Medical Manifold	10/020,000			Maxxim Delaware

b. Non-U.S. Patents

(Based on company records and online searches; unable to confirm whether fees were paid and whether assignments were recorded after the original application was filed)

Patent Title	Application/ Registration No.	Owner	Status
Liquid Delivery Device - Australia	684,821	River Medical	Registered
Liquid Delivery Device - European Patent Office	94925217.5	River Medical	Registered
Liquid Delivery Device Having A Vial Attachment Or Adapter Incorporated Herein - Australia	684,816	River Medical	Registered
Liquid Delivery Device Having A Vial Attachment Or Adapter Incorporated Herein - European Patent Office	94924594.8	River Medical	Registered
Design For Infusion Pump - Austria Patent	12669	River Medical	Unconfirmed
Design For Infusion Pump - Australia	126,171	River Medical	Unconfirmed
Design For Infusion Pump - Benelux	24819-00	River Medical	Unconfirmed
Design For Infusion Pump - Switzerland	121,521	River Medical	Unconfirmed
Design For Infusion Pump - Germany	M9404151.2	River Medical	Unconfirmed
Design For Infusion Pump - Finland	17255	River Medical	Unconfirmed
Design For Infusion Pump - France	942,959	River Medical	Unconfirmed
Design For Infusion Pump - UK	2,039,133	River Medical	Unconfirmed
Design For Infusion Pump - Italy	69175	River Medical	Unconfirmed
Design For Infusion Pump - Norway	72215	River Medical	Unconfirmed
Design For Infusion Pump - Sweden Patent	57170	River Medical	Unconfirmed
Apparatus & Method For Multiple Fluid Infusion - Australia	700,372	River Medical	Registered
Medical Procedure Kit - Australia	1535999	River Medical	Pending
Medical Procedure Kit - Canada	2,311,377	River Medical	Pending
Medical Procedure Kit - European Patent Office	9895953.9	River Medical	Pending
Medical Procedure Kit - Japan	2000/522026	River Medical	Pending

Flexible Rubber Article and Method Of Making - Canada	2,097,408	Maxxim Medical	Registered
Flexible Polyvinyl Chloride Article and Method Of Making - Canada	2,156,524	Maxxim Medical	Registered
Flexible Rubber Article and Method Of Making - European Patent Office	574160	River Medical	Registered
Flexible Rubber Article and Method Of Making - Belgium	686004	River Medical	Unconfirmed
Flexible Rubber Article and Method Of Making - France	686004	River Medical	Registered, fee due
Flexible Rubber Article and Method Of Making - UK	686004	River Medical	Registered, fee due
Flexible Rubber Article and Method Of Making - German	69417218.9	River Medical	Pending
Flexible Rubber Article and Method Of Making - Japan	25300969	River Medical	Unconfirmed
Flexible Rubber Article and Method Of Making - Japan	2,871,099	River Medical	Registered
Medical Guidewire and Method for Making - International Application	PCT/US01/46313		Unconfirmed
Valve Assembly For Medical Manifold International Application	PCT/US01/48153		Unconfirmed

c. Patent and Trademark License Agreements

Patent license from Maxxim granting Promed the exclusive right to use patented technology under European counterparts of U.S. Patent Registration Nos. 5,398,850; 5,588,556; 5,578,005 and 5,700,245 in the European marketplace.